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COMPLAINT AGAINST CITY OF DANVILLE ELECTRIC INSPECTOR

State of Facts

In July 2001, The Building (428-432 E. Main St. Danville IL 61832) was acquired through a trust under the Old National Bank in Danville. First floor of the Building has three separate stores, second and third floor have fourteen apartments. There are three electrical service drops to the Building.

In August 2001, Illinois Power disconnected all the electric supplies to the building. Eugene Underwood, an electrical inspector employed by the City of Danville came to inspect the Building. When he was talking to me the first time, he repeatedly inquired as to who owns the Building. □

When Mr. Underwood got the impression that several Chinese own the Building, he immediately declared that the Building was in major violation of the National Electrical Code. There can be only ONE electrical service to the Building and the main disconnect has to be located outside the Building. All the seventeen electric service meters have to be move outside of the building. All these violation of the NEC have to be corrected before we can get any electricity.

I disagreed with him and asked why. He called me cheap Chinese willing to risk people's lives to make a quick buck. The entire Building including the APARTMENT SECTION was without electricity for about a week, because of his refusal to issue a green sticker permitting Illinois Power supplying electricity. **MR. UNDERWOOD'S ACT VIOLATED 42 U.S.C. 3617.**

I contacted Illinois Commerce Commission and the Mayor of Danville repeatedly, eventually, when Mr. Underwood was on vacation, with the endorsement of the Mayor, Mr. Rodney Buckham issued a green sticker so Illinois Power connected power to the residential part of the Building.

During that weeklong crisis, I had extensive discussion with Rodney Buckham regarding the number of service drop the Building can have. Mr. Buckham showed me the National Electrical Code. Through these extensive discussion, I realized that three service drop to that Building is not only a possibility, but also a necessity. But the issue remained unresolved because I did not have the certificate of occupancy for the commercial store. I was informed repeatedly that a certificate of occupancy for the store is needed before any store could be open. I was never informed that I needed certificate of occupancy for the apartments.

When Mr. Underwood learned that I got the electricity, he was not pleased. When I worked on the certificate of occupancy regarding the store with Rodney Buckham, Mr. Underwood as an electrical inspector maintained that the Building could have only ONE service drop. Mr. Underwood did concede that current situation is legal, since there was only one live service drop to the Building. He misrepresented to Mr. Buckham in front of me repeatedly that the apartments have only 100 AMP service, which is not sufficient to carry the entire load. In fact, it is a 400 AMP service with 240 volt, equivalent to 800 AMP.

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In the last quarter of 2001, I tried to get the electrical service to the store without success; I went to the Mayor, complained about the situation, and the stalemate continued.

In February 2002, I tried to open a piano store on the first floor. I needed electricity. I contacted Illinois Power several times and when the gentleman came out, he said that there is a history to the building. He refused to connect me with the power, instead, he said he was going to refer the matter to another person in Illinois Power familiar with the "history." The next thing I know is that they got the city of Danville denying them connecting the electricity to the store because of the Code violation.

In March 2002, I again contacted Illinois Power several times trying to get electricity to the bar, which is a different service drop. Besides, that bar has completely updated 200 AMP service and entire new wiring done about 10 years ago. One woman came to connect the electricity. She almost put her meter on when I mentioned that the service drop was not connected yet. She decided that she was not going to put the meter on, because the Company has a policy that the service drop had to be connected first before meter could be installed. She referred the matter to another person from Illinois Power, who immediately went to the City of Danville. The next thing we know is that the City would not allow the connection.

In February and March 2002, I had numerous contacts with the city. I requested Mr. Underwood to show me the Code that requires ONE service drop. He refused several times. I contacted several lawyers in town; I still could not get the Code the City was trying to enforce. Mr. Underwood stressed that he would only be willing to talk to an electrician hired by me. He would not talk to me because I am not an electrician and I am not entitled to talk about the National Electrical Code. During one conversation with Rodney Buckhum, he commented that even though converting multiple service drop into one service drop is expensive, the apartment is making enough money to pay for that. The City was well aware of the fact that the apartments of the Building were nearly all occupied. And the City did not demand Certificate of Occupancy for the apartment.

March, April 2002, I engaged Don Hennette, a local electrical contractor to talk to Mr. Underwood. After on-site inspection, Mr. Hennette decided that the Building should have multiple service drops. But when he contacted the City, he was informed by Mr. Underwood that there can be only one service drop and all the electrical meters and disconnect have to be outside the Building because the Illinois Power wanted that way. It cost more than \$30,000 according to Don Hennett.

I brought an informal complaint against Illinois Power to ICC. Through numerous conversations, I still cannot get power. I filed formal complaint when informal mediation with Illinois Power through ICC failed to resolve the issue.

I filed a formal Complaint with ICC on April 5, 2002. July 9, 2002, there would be pre-hearing conference.

After I filed the Complaint, I got serious retaliation. Mr. Underwood decided to condemn the Building.

Without notice, on May 30, 2002, Mr. Underwood came to inspect the Building with a captain from the Danville Fire Department, while Mr. Rodney Buckhum was on vacation. Mr. Underwood angrily denounced me for filing a formal complaint against Illinois Power. He stated that it was the City and Him that prohibited Illinois Power

from supplying me the power to the store; therefore the Complaint against Illinois Power is in fact complaint against HIM and the City.

During May 30's inspection, Mr. Underwood misrepresented to the Fire Captain:

- A. Mr. Underwood misrepresented that the Building has only 400 AMP service, which can only support 4 apartments. (in fact it is 400 AMP with 240 volt, equivalent with 800 AMP at 110 volt)
- B. Mr. Underwood misrepresented that 14 Apartments need 1400 AMP under the 1999 National Electrical Code. In fact, under 1999 NEC, Article 225-39, each apartment dwelling unit need only 60 AMP. Under 1999 NEC Article 220-32, 14 apartments require 40 percent demand factor. Service load calculation shall be $14 \text{ apt} \times 60 \text{ AMP} \times 40\% = 336 \text{ AMP}$. Building's main disconnect perfectly complies with the 1999 NEC.
- C. Mr. Underwood misrepresented that the main disconnect can handle only 400 AMP, instead of required 1400, it is currently overheated and presents major fire hazard.
- D. Mr. Underwood misrepresented that All the circuit breaker panels for the apartments are supposed to be located in each apartment. The fact that they are outside the apartment and gather together also present major fire hazard. 1999 NEC Article 240-24 only require that the occupant have access to their circuit breakers. The Building complies with the 1999 NEC.
- E. Mr. Underwood misrepresented that the "tampering" of the main disconnect to the apartments presents major fire hazard. Mr. Underwood was referring to a knockout hole being welding back. Every electrician I talked to find no problem, because it is well-welded and therefore well grounded.
- F. Mr. Underwood further misrepresented that the main disconnect located inside the Building is illegal, violating 1999 NEC presenting major fire hazard. In fact 1999 NEC Article 230-70 allows main disconnect to be located inside the nearest point of entrance. The current location of the Building's main disconnect perfectly complies with the 1999 NEC.
- G. Mr. Underwood misrepresented that current 3 service drops to the building presents major fire hazard. In fact, there was only ONE live service drop, besides 1999 NEC Article 230-2 (b) (1)(2) and (d) all allow multiple service drops for the subject Building.
- H. Mr. Underwood misrepresented that all the electrical service meters located inside the Building are fire hazard, which must be removed to outside of the Building. In fact, no where in 1999 NEC requires service meter to be located outside of the Building.
- I. Mr. Underwood misrepresented that the ventless space heater is major fire hazard, which must removed. In fact, Under Property Maintenance Code of City of Danville, PM-603.3, ventless space heater is allowed.
- J. Mr. Underwood misrepresented that our occupancy of the apartments were illegal, because I could not present a certificate of occupancy of the Building.
- K. Mr. Underwood pointed to the green sticker issued last year by Mr. Rodney Buckhum with the endorsement of Mayor, saying that should never have been issued because Inadequate capacity of the main disconnect.

Because of Mr. Underwood's gross misrepresentation, the Fire Captain together with Mr. Underwood jointly decided to condemn, shut down, i.e.; declare that the structure is not habitable on May 30, 2002.

Mr. Underwood declared that all the tenants had to move out before June 3, 2002, otherwise Danville police would arrest Yaodi Hu. Mr. Underwood further declared that any one reside in the Building would also be arrested.

With the request of Yaodi Hu and some of the tenants, Mayor extended the shut down date to June 7, 2002. According to the Ordinance 151, a structure could only be condemned when it presents imminent danger, the fact that date of shut down could be extended by 5 days indicates that there was no imminent danger in the eyes of the City.

With the threat of arrest, many tenants left the Building before June 7, 2002.

On June 7, 2002, Mr. Rodney Buckhum accompanied by the Danville Police entered the Building, ordering the remaining tenants to vacate, otherwise subject themselves to arrest under the Ordinance 151.

June 5, 2002, the City issued a list of items to correct before the apartment could be rented.

I started to call electrical contractor. Mr. Underwood successfully managed to turn away at least NINE electrician who could possibly install emergency lighting to comply with the Life Safety Code of NFPA.

The City of Danville has a rule; I can not apply for the permit for the electrical work. In fact I was turned down twice when I specifically requested it. The electrical contractor has to talk to Mr. Underwood before any permit would be issued. His word is considered word of GOD. Any body wants to do any electrical work in the town of Danville has to follow his order.

Mr. Underwood insisted that one service drop issue has to be addressed before any electrical permit could be issued to install emergency lighting.

I proposed repeatedly to the City that we deal with the "code violation" (The Building has existing functioning EXIT sign, fixed wired smoke alarm system) in two steps, first comply with the Life Safety Code so I can rent out apartment, because currently there is only ONE live service drop, so we comply with the CODE even under Mr. Underwood's arbitrary interpretation of the Code. All the electricians I talked to recommended multiple service drops to the Building because it is virtually impossible to have ONE service drop to the Building for lack of space. Mr. Underwood still insisted upon ONE service drop. He obviously intended to shut down the Building permanently depriving our enjoyment of the property, violating 42 U.S.C. 3617.

Mr. Underwood also tried to force me trap me into installing meter and main disconnect on the side of the Building committing encroachment on the Catholic Church's property. If that happened, the owner of the Building could incur major legal liability, making that real estate investment a huge loss. The Church could force us to relocate all these electrical equipment.

Mr. Underwood also tried to force me to close windows and doors to create space to install meters and main disconnect out side the Building. In order to fit Mr. Underwood's interpretation of the 1999 NEC, the Building needs to go through major alteration with substantial cost.

Mr. Underwood's purpose is quite clear, he was trying every way to make that Building impossible to be profitable so the unwelcome China Man would have to sell and get out of the town.

During a meeting, after the shut down of the Building on June 7, 2002, with Rodney Buckhum and electrician Gene Roach present, Mr. Underwood advised me to re-evaluate my investment strategy, if complying with his interpretation of 1999 NEC would cost so much. He was suggesting me to sell the property. It was not coincidental that I had many people coming to me suggesting sell. Mr. Underwood's intentional violation of 42 U.S.C. 3617 IS quite clear.

Mr. Underwood's intention to make that building impossible to be profitable is further demonstrated when he declared that Apartment 1 and Apartment 8 of the Building have to be abandoned because the electrical panel boxes are close to them. These normal circuit breaker boxes are major fire hazard, and if there were a fire by those panel boxes, the residents would be trapped inside. After the shut down of the Building on June 7, 2002, he accompanied a manager from Illinois Power touring the building. He declared that these two apartments NO. 1 and NO. 8 have to be abandoned unless another independent exit is created at great cost.

In early July 2002, I made claim of fair housing law violation to the City. The City immediately issued a two-page decision, reversing partially Mr. Underwood's arbitrary and discriminatory interpretation of the 1999 NEC.

But one fact remained unchanged, even though I called electrician on the daily basis, I was still unable to get virtually any electrical work done to comply with the Code because of MR. Underwood's discouragement and denial to issue permit for electrical work. Since June 4, 2002, after more than a month, I was not able to accomplish anything. I spent almost the entire 30 days in Danville.

In almost that whole year, I repeatedly ask the City to give me just ONE example, where there is only ONE service drop to the Building of triple lot with mix use. The City could not provide any example. On the contrary, one building right across the street, with double lot and five apartments were provided with two service drops recently.

The City's arbitrary, discriminatory and unconstitutional condemnation of the Building brought severe consequences. One 83 years old man with serious disability became homeless, sleeping in the car, street and so on. He has fix social security income and pension. One single mother with 2 years old daughter became homeless hopping from relative to friend and to YWCA. Two families had to live in the motel. Another handy man couple became homeless shortly after their short stay with their friend. The story can go on.

One service drop issue was presented to me as life safety issue (imminent danger warrants immediate condemnation) by the City. Without addressing that issue, the apartment could not be rented out. The only reason that I am the only one required to have ONLY ONE service drop is because there was a change of ownership and a brief vacancy in 2001. But if the one service drop is that serious an issue concerning life and safety and imminent danger, change of ownership should be irrelevant. Every property

should have only one service drop. For an entire year, the City would not give an inch on that issue until July 3, 2002.

Even under the City's July 3, 2002 decision, I still have to move the main disconnect to the outside of the Building which is not required under the 1999 NEC. My most recent conversation with the contractor confirmed that the window still needs to be closed in order to create space to comply that order.

City Ordinance 151 is vague and unconstitutional. The City's code official like Eugene Underwood can condemn a real property without notice and opportunity to be heard. Property owners have no opportunity to repair. (Though I was promised that a list of correction would be given with time limit and the Building would not be shut down, that promise to my attorney and to me directly, was never honored) The City has no burden of proof. Rather the property owner has the burden to bring an action against the City, which in most case is impossible to accomplish, because the attorneys in that small town are unwilling to sue the City. The City can use its police power without any court order, to evict every one. It is deprivation of private property without due process of law. The vagueness of the ordinance leaves enormous power in the hands of code officials leading to arbitrary and discriminatory enforcement. The entire town is living under the mercy of Mr. Gene Underwood. Wielding that enormous power of shutting down a building arbitrarily, the Code official like Mr. Underwood could impose unnecessary electrical, plumbing, heating work upon a property owner, which has to be done by licensed electrician, plumber or heating contractor registered and controlled by the City of Danville.

The Building was shut down partly because of its "violation" of Life Safety Code by NFPA. According to the Mayor, Danville is currently enforce its 1995 version. According to the Ordinance I found in Danville Library, its 1985 version is supposed to be enforced. According to Mike Federman, who has the final authority to interpret the Code under the Danville Ordinance, it is the 1975 version. According to the Fire Captain, Brad Krauel who decided to shut down our building together with Mr. Underwood, it is the 2000 version.

I could not get any access to any of these versions from the City's Fire Department, Legal Department, Building Department and any other Departments. The City is enforcing a Code that it did not know which version supposed to be enforced and it did not have a written copy. I went to Danville Library, it does not have any version of Life Safety Code by NFPA. When you ask Mr. Underwood why I have to do this and that, a typical response is "because I said so." The City Code Official like Mr. Underwood is make up the code as he please.

Prayer of Relief:

We would like to have HUD bringing a civil action invalidating the unconstitutional Ordinance 151, enjoin the City from their pattern of practice, i.e., their arbitrary, discriminatory and selective enforcement of Ordinance 151 against the minorities. We would also like to be compensated for loss of \$5,000 monthly rent from May 30, 2002, until the City allows me to rent the apartments, cost of unnecessary electrical work, loss of one month time, cost of recruiting tenants, and mental stress.

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